

RESOLUTION 21-100

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE OFFICE LEASE AGREEMENT BETWEEN THE CITY OF SPRING HILL AND WORLDWIDE STAGES SPRING HILL, LLC

WHEREAS, the City of Spring Hill is in need of space for city offices; and

WHEREAS, the Planning and Codes Departments of the City is currently located in the Northfield Facility which was recently purchased by Worldwide States Spring Hill, LLC; and

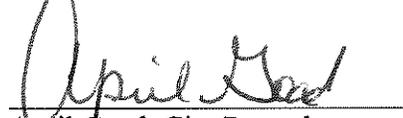
WHEREAS, the City of Spring Hill Board of Mayor and Aldermen desire to lease approximately 4,534 square feet of space located in building 600 for a term from May 27, 2021 through May 31, 2022 at an annual rate of \$10.00 per square foot, totaling \$45,340.00, as stated in attached Office Lease Agreement; and

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen authorizes the Mayor and City Attorney of the City of Spring Hill, TN to sign the office lease agreement attached hereto between Worldwide States Spring Hill, LLC and the City of Spring Hill.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of June, 2021.

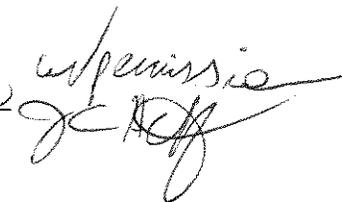

Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



OFFICE LEASE AGREEMENT

THIS LEASE ("Lease") is hereby made and entered into this ___ day of May, 2021, between Worldwide Stages Spring Hill, LLC, a Tennessee limited liability company ("Landlord"), and the City of Spring Hill, Tennessee, a Tennessee municipality ("Tenant")

- 1. Premises, Term and Rent.** Landlord leases to Tenant, and Tenant leases from Landlord, certain space (the "Premises") in the structure known as the Northfield Complex and located at 5000 Northfield Lane, Spring Hill, Tennessee (the "Building"). The Premises shall initially be defined as the space occupied as of the date of this lease by the Tenant at the Building, consisting of 8100 square feet; provided that Tenant will move to a new location currently anticipated to be approximately 4534 square feet in "building 600" of Building, as shown on the space plan set out in Exhibit A (and subject to mutual approval of the Landlord and Tenant), which shall be defined as the "Premises" upon such relocation. The term of this Lease shall be from the 27th day of May, 2021, to the 31st day of May 2022, at an annual rental of Ten (\$10.00) Dollars per square foot, payable in equal monthly installments, which rental Tenant covenants to pay as and when due. All monthly installments ("monthly rental") shall be paid in advance, on or before the first day of each month, without demand, to Landlord at the address set forth hereafter. If not paid when due, said rental shall bear interest at the maximum legal contract rate allowed by law.
- 2. Appurtenances.** Landlord grants to Tenant, and covenants that Tenant shall have during the term of this Lease, at no additional cost to Tenant, the use of parking spaces in the parking lot adjoining the Building, the non-exclusive use of any and all public restrooms, elevators, and common areas.
- 3. Renewal Term(s).** Provided Tenant is not then in default hereunder, Tenant may at its option renew this Lease for one successive term of one year, upon all terms, conditions and obligations set forth herein. Tenant shall provide Landlord with notice at least ninety (90) days before the expiration of the original term of this Lease if it desires to exercise any of said options.
- 4. Tenant's Repairs and Utilities.** Tenant will keep the Premises, including without limitation, interior walls, floors, ceiling and light fixtures, as clean and in as good repair as the same are at the commencement of this term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire, other casualty, or condemnation excepted, and will promptly replace all glass broken during said term with glass of the same quality. Tenant shall procure its own janitorial and security alarm services or pay a proportionate share of expenses related to such services.

Tenant shall be responsible for the payment of all bills and/or assessments for electrical, natural gas, telephone, water and sewer and other utilities serving the Premises, of if such are not separately metered shall pay a proportionate share of such charges. To the extent that Landlord shall be billed for any such services by the provider thereof, Tenant shall reimburse Landlord for the amount thereof within fifteen (15) days of being furnished with a statement from Landlord with respect thereto. If the amount due as shown on such statement is not paid when due, it shall bear interest at the maximum legal contract rate until paid.
- 5. Landlord's Repairs.** Landlord shall maintain and keep in good repair and working order the roof, exterior walls, sprinkler system, HVAC system, electrical wiring, and plumbing system of the Building, the adjoining yard and parking lot, and all underground water and sewerage pipes.

- 6. Right of Entry.** Landlord may at reasonable times and on reasonable notice to Tenant enter the Premises to inspect it and make any repairs required under this Agreement that Tenant has failed to make, and during the ninety (90) days preceding the expiration of this Lease, may show the Premises to persons who may wish to lease the same, provided Tenant's occupancy is not interfered with. If Landlord makes any repairs required to be made by Tenant under this Agreement, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord plus interest thereon at the maximum legal contract rate within ten (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended.
- 7. Renovations and Alterations of Premises.** Landlord shall have the right to approve all plans and specifications for material renovations and alterations and subject to the condition that Tenant shall allow no lien to be placed against the Premises or the Building, Tenant shall have the right, at its sole cost and expense, to renovate, alter and use the Premises in connection with its business and to make related improvements. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of Landlord upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery and equipment that are installed by Tenant and removable without materially injuring the Premises shall remain the property of Tenant. All such alterations, additions, repairs, replacements and improvements made to or upon the Premises shall comply with all present and future governmental laws and regulations. No approval by Landlord of any plans or specifications for material renovations or alterations by Tenant shall be construed to warrant that such plans or specifications comply with any governmental laws or regulations.
- 8. Fire or Other Casualty.** If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent Tenant from using it in substantially the manner theretofore used, either Landlord or Tenant may terminate this Lease upon giving notice to the other within fourteen (14) days after the casualty occurs. Should such termination occur on any day other than the last day of a monthly rental period, any unearned prepaid rental shall be refunded to Tenant.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for Tenant's continued use in substantially the same manner as theretofore used, then this Lease shall continue in effect and the Premises shall be restored by Landlord. If the event causing damage was not caused by the fault of Tenant, while such restoration is in progress Tenant shall be entitled to a fair and appropriate abatement of the rental to be paid, said abatement to be based on the amount and value of the Premises used by Tenant. Should the damage necessitating such restoration occur on any day other than the last day of a monthly rental period, then the amount of prepaid rental to be refunded to Tenant shall be based on the amount and value of undamaged space used by Tenant during the remainder of said monthly rental period.
- 9. Surrender of Premises.** At the expiration of the term of this Lease, Tenant shall peaceably yield up to Landlord the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.
- 10. Holding Over.** Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such

Tenant until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid rent shall, immediately following surrender of the Premises to the Landlord, be refunded to Tenant.

11. Use of Premises. The Premises shall be used only for the Planning and Zoning department of the City of Spring Hill. Tenant shall not at any time use or occupy the Premises in violation of restrictions or laws, ordinances or regulations of any government or agency having jurisdiction, or in violation of Landlord's insurance contract(s), or in a manner creating a nuisance.

12. Insurance. All property of any kind that may at any time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of the Tenant. Tenant shall carry contents coverage insurance on its contents and general business and casualty and business public liability insurance with limits acceptable to Landlord and listing Landlord as an additional insure party.

To the extent not covered by insurance, Tenant will save, indemnify and hold Landlord free and harmless from any and all liability or any injury, loss or damage to person or property arising out of any cause associated with its business or use of the Premises, including its omission to act.

13. Quiet Enjoyment. As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease. All entrances, exits, approaches and means of entrance and approach, and all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of Landlord during the term of this Lease.

14. Eminent Domain. If the whole or any substantial part of the Premises shall be taken or condemned by any competent authority for any public use or purpose as shall materially change the character of the Premises so as to prevent Tenant from using it in substantially the same manner as theretofore used, the term hereby granted shall cease on the day prior to vesting of title in such authority.

If all or a portion of the adjoining parking area shall be condemned or taken so as to deprive Tenant of necessary parking or so as to in some other way materially affect the Tenant's ability to conduct its business, then Tenant may at its option cancel and terminate this Lease upon giving Landlord notice within thirty (30) days of such taking. In the event Tenant shall elect not to cancel and remain in possession and occupation of the Premises, however, the terms and conditions of this Lease shall remain in full force and effect.

The entire award of damages or compensation for a taking of the Premises, whether such taking be in whole or in part, shall belong to and be the property of Landlord.

If the Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this Section. In the event of such temporary taking, the entire award of damages in respect of the Premises shall belong to Landlord.

15. Assignment and Subleasing. Tenant may not assign or encumber this Lease or sublet the Premises, either in whole or in part, without the prior written consent of Landlord, which consent may be withheld by Landlord for any reason or for no reason. Consent to one assignment or subletting shall not be deemed a consent to any other.

16. Attorney's Fees. In the event it becomes necessary for Landlord to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, or in connection with Tenant's default or breach hereunder, Tenant shall be liable for reasonable attorney's fees, costs and expenses incurred by the Landlord.

17. Notice. Any notices required to be sent hereunder shall be hand delivered or sent by certified mail to the following addresses:

Landlord:

Attention: Kelly L. Frey, Sr., CEO
Worldwide Stages Spring Hill, LLC
5000 Northfield Lane
Spring Hill, Tennessee 37176

Tenant:

City of Spring Hill, Tennessee
Attn: Mayor Jim Hagaman
199 Town Center Parkway
Spring Hill, TN 37174

Copy to:

Patrick M. Carter, Esq., City Attorney
Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

18. Default and Remedies. Each of the following events shall constitute a default or breach of this Lease by Tenant:

- (a) If Tenant shall fail to pay Landlord any rent when due.
- (b) If Tenant shall fail to perform or comply with any of the other condition, term or agreement in this Lease as set forth herein.

In the event of any default hereunder, Landlord, at any time thereafter, may terminate the Lease at its option and/or re-enter the Premises and expel, remove and put out Tenant or any person or persons occupying the Premises and remove all personal property therefrom as allowed by law. Upon re-entry Landlord may, at its option, relet the Premises or any part thereof and Tenant shall pay Landlord the difference between the rent herein reserved and imposed for the portion of the term remaining at the time of re-entry and the amount received under such reletting for such portion of the term; additionally, Landlord may also recover from Tenant any other sums (including rents) then due. Landlord may also terminate this Lease and, at its option, recover from Tenant any sums then due as well as the amount by which all rent and other payments to be made by Tenant exceed the reasonable rental value of the Premises for the remainder of the Lease term. Notwithstanding any other provision herein contained, Tenant shall be responsible for all losses (including loss of rents) and damages resulting from any default and/or termination.

All actions taken by Landlord pursuant to this Section shall be without prejudice to any other remedies that otherwise might be used for the collection of rents or for the preceding breach of covenant or conditions or for default.

Landlord may elect, but shall not be obligated, to comply with any condition, term or agreement required hereby to be performed by Tenant, and Landlord shall have the right to enter the Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for such correction by Landlord shall not be deemed to waive or release the default of Tenant or the right of Landlord to take any action as may be otherwise permissible hereunder in the case of any default.

- 19. No Waiver.** The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.
- 20. Gender.** Wherever appropriate herein, the words "Landlord" and "Tenant" and the pronouns referring thereto, shall be construed singular or plural, masculine, feminine or neuter as the facts warrant.
- 21. Waiver of Subrogation.** Landlord and Tenant hereby waive all rights of recovery and causes for action that either has or may have or that may arise hereafter against the other, whether caused by negligence, intentional misconduct, or otherwise, for any damage to premises, property or business caused by any perils covered by fire and extended coverage, building, contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided, however, that the foregoing waivers shall apply only to the extent of any recovery made by the parties hereto under any policy of insurance now or hereafter issued, and further provided that the foregoing waivers shall be ineffective if they invalidate any policy of insurance of the parties hereto, now or hereafter issued. Landlord and Tenant will use their best efforts to have their respective insurance companies waive their rights of subrogation as contemplated herein.
- 22. Signs.** Tenant shall have the right to signage, as approved by Landlord.
- 23. Subordination.** Upon written notice by Landlord to Tenant, this Lease shall be and become subject and subordinate to any and all mortgages or deeds of trust now existing, or that hereafter may be executed, covering the Building or the Premises, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon, and subject to all the terms and provisions thereof. Tenant agrees to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to insure the subordination of this Lease to any such mortgages or deeds of trust; provided, however, that the foregoing provisions with respect to such subordination shall not be effective unless the owner or holder of any such mortgage or deed of trust shall execute with Tenant a non-disturbance and attornment agreement under which said owner or holder shall agree to accept the attornment of Tenant upon foreclosure of any such mortgage or deed of trust, if Tenant has not been in default. Tenant hereby agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring the Building or the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, power or remedies under such mortgages or deeds of trust, as if such person, firm or corporation had been named as Landlord herein.
- 24. Estoppel Letters.** Either party hereto shall at any time and from time to time upon not less than ten (10) days' prior written notice from the other execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if

modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), and the dates to which the rental and other charges are paid in advance, if any, and acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party hereunder, and that no event has occurred that, by the giving of notice or the passage of time or both, would constitute a default, or specifying such defaults or events if they are claimed. Any such statement requested by either party may be relied upon by any prospective purchaser or encumbrancer of the Building or the Premises. Failure of a party to deliver such statement within such time shall be conclusive upon such party that this Lease is in full force and effect, without modification, except as may be represented by the requesting party, that there are no uncured defaults in the requesting party's performance, and that not more than two (2) months' rental has been paid in advance.

- 25. Entire Agreement.** The entire understanding between the parties is set out in this Lease, this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and no modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties. This Lease shall be interpreted and construed in accordance with the laws of the State of Tennessee.
- 26. Successors and Assigns.** All the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 27. Memorandum Lease.** This Lease shall not be recorded, but upon the request of either party, a short form Lease will be executed and recorded.
- 28. Captions.** The headings and captions contained in this Lease are for reference purposes only and shall not limit or extend the meaning or terms of any paragraph or section contained herein.
- 29. Severability.** The provisions of this Lease are severable in that should any provision be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on the day and date first above written.

LESSOR: Worldwide Stages Spring Hill, LLC

By Worldwide Stages, LLC, its Manager

By: Kelly L. Frey, Sr, CEO

LESSEE: City of Spring Hill, Tennessee

By: 
Jim Hagaman, Mayor

Exhibit A

(Space Plan for New Space in Building 600)